

FILED

JAN 17 2006

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

MOORTHY, RIGGS & ASSOCIATES, a
California corporation,

No. C 04-5115 CW

Plaintiff,

VERDICT

v.

NORMAN MCINTOSH and NJ PURSUITS,

Defendants.

We, the jury in the above-entitled action, find the following:

COMPUTER FRAUD AND ABUSE ACT -- UNAUTHORIZED ACCESS

WITH INTENT TO DEFRAUD

Question No. 1:

On Plaintiff's first CFAA claim, alleging unauthorized access with intent to defraud, do you find for Plaintiff MRA or Defendant Norman McIntosh?

Answer: Plaintiff ☒ Defendant ☐

If you answered for Defendant, go to Question 2.

If you answered for Plaintiff, do you find that Plaintiff was damaged as a result of the violation?

Answer: Yes ☒ No ☐

Please go to Question 2.

**COMPUTER FRAUD AND ABUSE ACT -- UNAUTHORIZED ACCESS WITHOUT
INTENT TO DEFRAUD**

Question No. 2:

On Plaintiff's second CFAA claim, alleging unauthorized access without intent to defraud, do you find for Plaintiff MRA or Defendant Norman McIntosh?

Answer: Plaintiff ☒ Defendant ☐

If you answered for Defendant, go to Question 3.

If you answered for Plaintiff, do you find that Plaintiff was damaged as a result of the violation?

Answer: Yes ☒ No ☐

Please go to Question 3

CONVERSION

Question No. 3

On Plaintiff's claim for conversion, do you find for Plaintiff or Defendants?

Answer: Plaintiff ☒ Defendants ☐

If you answered for Defendants, go to Question 4.

If you answered for Plaintiff, do you find that Plaintiff was damaged as a result of the conversion?

Answer: Yes ☒ No ☐

Please go to Question 4.

INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS WITH INFORMA

Question No. 4

On Plaintiff's claim for intentional interference with

1 contractual relations between Plaintiff and Informa Research
2 Services, Inc. against Defendants, do you find for Plaintiff or
3 Defendants?

4 Answer: Plaintiff ☒ Defendants ☐

5 If you answered for Defendants, go to Question 5.

6 If you answered for Plaintiff, do you find that Plaintiff was
7 damaged as a result of Defendants' interference with contractual
8 relations between Plaintiff and Informa?

9 Answer: Yes ☒ No ☐

10 Please go to Question 5.

11 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS WITH CUSTOMERS**

12 Question No. 5

13 On Plaintiff's claim for intentional interference with
14 contractual relations between Plaintiff and its customers against
15 Defendant Norman McIntosh, do you find for Plaintiff or Defendant
16 Norman McIntosh?

17 Answer: Plaintiff ☒ Defendant ☐

18 If you answered for Defendant, go to Question 6.

19 If you answered for Plaintiff, do you find that Plaintiff was
20 damaged as a result of Defendant's interference with contractual
21 relations between Plaintiff and its customers?

22 Answer: Yes ☒ No ☐

23 Please go to Question 6.

24 **DAMAGES**

25 Question No. 6

26 If you answered "Yes" in your response to Questions 1, 2, 3, 4
27 or 5 above, please state the amount of damages sustained by
28

1 Plaintiff:

2 (1) Value of extra hours Plaintiff expended as a result of
3 Defendants' conduct: \$ _____;

4 OR

5 (2) Loss of commissions for prospective clients as a result
6 of Defendants' conduct: \$ 40,000.

7 Please go to Question 7.

8 **PUNITIVE DAMAGES**

9 Question No. 7

10 If you answered "Yes" in your response to Questions 3, 4 or 5
11 above, has Plaintiff proved by clear and convincing evidence that
12 Defendant Norman McIntosh was guilty of oppression, malice, or
13 fraud in the conduct upon which you base your finding of liability
14 for his conversion and/or intentional interference with contractual
15 relations?

16 Answer: Yes ✓ No _____

17 If you answered No, please sign, date and return this form.

18 If you answered Yes, what amount do you assess in punitive
19 damages against Defendants: \$ 100,000.

20

21 Please sign, date and return this form.

22

23 DATED: Jan 17, 2006

24

Jude MC Vth
JURY FOREPERSON

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